

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN THE BLACK RESOURCES, LLC,
Plaintiff,
v.
BLITZ DESIGN, INC.,
Defendant.

Case No. [3:22-cv-04227-WHO](#)

**ORDER GRANTING MOTION TO
STRIKE AND CLARIFYING
REMAINING CLAIMS IN CASE**

Re: Dkt. No. 66

The extensive procedural background and alleged facts are laid out in my previous Order Granting in Part and Denying in Part the Motion to Dismiss, and this Order assumes familiarity with those facts. (“Prior Order”) [Dkt. No. 56].

Defendant Blitz Design, Inc. (“Blitz”) filed its fourth Motion to Strike in this case, moving to strike portions of the Three Amended Complaint (“TAC”) filed by plaintiff In the Black Resources, LLC (dba Black Wall Street (“BWS”)). (“Mot.”) [Dkt. No. 66]. BWS did not oppose, and Blitz filed a Notice of Non-Opposition. [Dkt. No. 70].¹ Accordingly, the motion is GRANTED in full, with the following clarifications.

The plaintiff shall file an amended complaint within 20 days of the issuance of this Order. That complaint shall remove the stricken language as noted in the Motion and in the Orders at Dkt. Nos. 36, 37, 66. To be abundantly clear, the following terms and allegations must be struck:

- Any mention of “theft,” “stealing,” “robbed,” and “ripped off”, including in TAC ¶¶ 23-24;
- Any use of the phrase “billion dollar company”;
- All allegations concerning Blitz’s counsel;

¹ Under Civil Local Rule 7-1(b), I find this matter appropriate for resolution without oral argument and so VACATE the hearing scheduled for March 1, 2023.

- Versions of exhibits A through M that include handwritten notes, highlights, and markings;
- Legal conclusions that take the form of class action allegations, including at TAC ¶¶ 7, 24;
- Allegations specific to former plaintiff Marye Dean that are irrelevant to the allegations by remaining plaintiff BWS, as outlined in the Motion to Strike ¶¶ 7-8.

The amended complaint shall also incorporate the ruling from my Prior Order at Dkt. No.

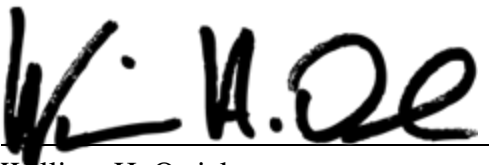
66. To be abundantly clear, this is the status of the plaintiffs' causes of action:

- Breach of contract: sufficiently pleaded as to BWS;
- Breach of covenant of good faith and fair dealing: granted leave to amend to assert facts as described in my Prior Order;
- Unjust enrichment: granted leave to amend to assert facts as described in my Prior Order;
- IIED: granted leave to amend to assert facts as described in my Prior Order;
- Negligence: granted leave to amend to show claim is not barred by economic loss rule, as described in my Prior Order;
- Gross negligence: granted leave to amend to assert facts as described in my Prior Order;
- Texas state law claims: dismissed with prejudice, and accordingly related allegations should be struck, as outlined in the Motion to Strike ¶¶ 4-6.

The plaintiff is encouraged to review this Order and my Prior Order before filing the amended complaint. The defendant is encouraged to move this litigation forward by focusing on the merits of the amended complaint, rather than filing a fifth Motion to Strike.

IT IS SO ORDERED.

Dated: February 23, 2023


William H. Orrick
United States District Judge